AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE J	**PAGE** 1	**OF PAGES** 11

2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 01-May-2012	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)

6. ISSUED BY CODE **N00039**

COMMANDER, SPACE AND NAVAL WARFARE
SYSTEMS COMMAND
02 CONTRACTS
4301 PACIFIC HIGHWAY
SAN DIEGO CA 92110-3127

7. ADMINISTERED BY (If other than item 6) CODE **S2206A**

DCMA BOSTON
495 SUMMER STREET
BOSTON MA 02210-2138

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

HYDROID, INC.
6 BENJAMIN NYE CIR
POCASSET MA 02559-4900

CODE 4Z5A9   FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X **10A. MOD. OF CONTRACT/ORDER NO.** N00039-10-C-0085

X **10B. DATED** (SEE ITEM 13) 07-Sep-2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [ ] is extended, [ ] is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[ ] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[X] D. OTHER (Specify type of modification and authority)
Mutual Agreement Between Parties

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: terrellk12266

See Herein

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KAREN RAINVILLE / CONTRACTING OFFICER TEL: 858-537-0423 EMAIL: karen.rainville@navy.mil
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 01-May-2012

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The purpose of this modification is to:

1. To award and fund the Incentive for Milestone Performance accomplished under CLIN 0001 for the successful completion of Critical Design Review (CDR), in accordance with Section B Clause B-1, "Determination of Incentive Fee for Milestone Performance" in the total amount of ___(b)(4)___ CLIN 0002 has been established to pay for incentive awards under CLIN 0001. This CLIN will be incrementally funded as Milestone Incentives are achieved and awarded.
2. Revise Clause B-800, "Technical Data Rights" as set forth herein.
3. Revise F-302 TIME AND PLACE OF DELIVERY--F.O.B. DESTINATION (DEC 1999) to add a Period of Performance under CLINs 0001 through 0005 in order to coordinate MS C/LRIP and to complete work on Interactive Electronic Technical Manual (IETM) at no additional cost to the Government. The delivery of the EDMs remains at 07 April 2012.
4. Add Clause H-*5* "IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON COMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE" as set forth herein.
5. Replace Attachment 7, Proposed End User License Agreement" in its entirety and replace with revised Attachment 7, "End User License Agreement, dated 23 December 2011".

All other terms and conditions remain unchanged.

1. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201 FFP			Lite		$0.00
	CLIN 0002 - Schedule Incentive CLIN 0002 - Schedule Incentive FOB: Destination PR Number: 1300237394				
	ACRN: AF Funded Amount: (b)(4)				

The following have been modified:

B-800 TECHNICAL DATA RIGHTS

TECHNICAL DATA RIGHTS The following tables delineates the Government's technical data/computer software/computer software documentation rights by CDRL item. The rights classification would only be applicable to the extent the CDRL item or parts thereof meet the definition of technical data, computer software and computer software documentation as referenced above. The column marked "Rights Classification" provides the type of rights proffered to the Government under the contract, the column marked "Type of Marking" provides the associated marking of those rights, and the "Price" column provides the corresponding firm, fixed price for the rights. If any of the technical data, computer software, or computer software documentation listed below is updated

under the contract; the Contractor shall deliver the rights to the updated technical data, computer software, or computer software documentation at no additional cost to the Government. A $0 (zero) indicates that the rights associated with that CDRL are available to the Government at no cost.

The prices set forth in the tables below apply throughout the period of performance, including options, of this contract.

CDRL	Description	Rights Classification	Type of Marking	Price
A007	System Engineering Plan (SEP)	Unlimited	None	$0
A008	MOSA Checklist	Unlimited	None	$0
A009	LBS-AUV NESI/Part 2 ASD (NII) Checklist	Unlimited	FFF	$0
A010	LBS-AUV NESI/MOSA Assessment and Migration Plan	Unlimited	FFF	$0
A011	System/Subsystem and HWCI Specifications	Unlimited	FFF	$0
A012	Specification Requirements Verification Matrix	Unlimited	FFF	$0
A013	Product Drawings and Associated Lists	Unlimited	OMIT	$0
A014	Commercial Drawing and Associated Lists			
	A014a – Unrestricted	Unlimited	None	$0
	A014b – Restricted Attachment	Restricted	As Marked	$0
A015	Interface Control Drawing	Unlimited	FFF	$0
A016	Application for Equipment Frequency Allocation	Unlimited	None	$0
A017	Software Development Plan	Restricted	EULA	$0
A018	Software Requirements Specification (with Interface Requirements Specification (IRS)	Restricted	EULA	$0
A019	Software Design Description	Restricted	EULA	$0
A020	Software Test Procedures	Unlimited	OMIT	$0
A021	Software Test Report	Unlimited	OMIT	$0
A022	Software Version Description (SVD)	Unlimited	OMIT	$0
A023	Software Users Manual	Unlimited	OMIT	$0
A024	Failure Analysis and Corrective Action Report	Unlimited	OMIT	$0
A025	Reliability Prediction and Documentation of Supporting Data	Unlimited	OMIT	$0
A026	Maintenance/Testability/Diagnostic Demonstration Plan	Unlimited	OMIT	$0
A027	Maintenance/Testability/Diagnostic Demonstration Report	Unlimited	OMIT	$0
A028	Safety Assessment Report	Unlimited	FFF	$0
A029	System Safety Program Plan	Unlimited	None	$0
A030	Hazardous Material Usage List (HMUL) with Material Safety Data Sheets	Unlimited	OMIT	$0
A031	Contractor's Configuration Management Plan	GPR	GPR	$0
A032	Configuration Status Accounting Information	Unlimited	OMIT	$0
A033	Nomenclature Information	Unlimited	None	$0
A034	Request for Approval of Identification Plate Drawings	Unlimited	OMIT	$0
A035	IT Security Plan	Unlimited	FFF	$0
A036	Inputs to Certification and Accreditation Documentation	Unlimited	FFF	$0
A037	Test and Evaluation Program Plan	Unlimited	FFF	$0
A038	Inputs to the Test and Evaluation Master Plan (TEMP)	Unlimited	None	$0
A039	Test Procedures	Unlimited	FFF	$0

A040	Test and Evaluation Program Report	Unlimited	FFF	$0
A041	Design Verification Test Report	Unlimited	FFF	$0
A042	Qualification Test Report	GPR	GPR	$0
A043	DT&E Test Report	Unlimited	FFF	$0
A044	Logistics Management Information (LMI) Summaries	Unlimited	FFF	$0
A045	LBS-AUV Integrated Logistics Support Plan (ILSP) Comments	GPR	GPR	$0
A046	LBS-AUV User Logistics Support Summary (ULSS) Inputs	Unlimited	OMIT	$0
A048	LBS-UUV Navy Training System Plan (NTSP) Comments	Unlimited	OMIT	$0
A049	NAVOCEANO Inventory Management System (NIMS) Compatible Inventory Database	Unlimited	OMIT	$0
A050	LBS-AUV Recommended Spares List	Unlimited	FFF	$0
A051	Logistics Management Information (LMI) Data Product	Unlimited	FFF	$0
A052	Interactive Electronic Technical Manuals	Unlimited	FFF	$0
A053	COTS Manual & Supplement			
	A053a – Unrestricted	Unlimited	None	$0
	A053b – Restricted Attachment	Restricted	As Marked	$0
A054	LBS-AUV IETM Review Comments	Unlimited	OMIT	$0
A055	LBS-AUV IETM Book Plan Outline and Validation Plan	Unlimited	OMIT	$0
A056	LBS-AUV DMSMS Report	Unlimited	FFF	$0
A057	Maintenance Support Plan	Unlimited	OMIT	$0
A058	Manpower & Personnel Report for the AUV	Unlimited	None	$0
A059	LBS-AUV Job Task Analysis	Unlimited	OMIT	$0
A060	Job Qualification Requirements Document (AUV Maintenance and Operations)	Unlimited	OMIT	$0
A061	Training Conduct Support Document (AUV Operator and Maintenance Training)	GPR	GPR	$0
A062	Test Package (AUV Operator and Maintenance Training)	Unlimited	OMIT	$0
A063	Training Conduct Support Document (Training Test Results)	Unlimited	OMIT	$0
A064	Production Qualification Test Procedure	Unlimited	OMIT	$0
A065	Production Qualification Test Report	Unlimited	FFF	$0
A066	Factory Acceptance Test Procedure	Unlimited	OMIT	$0
A067	Factory Acceptance Test Report	Unlimited	FFF	$0
A068	Sea Acceptance Test Procedure	Unlimited	OMIT	$0
A069	Sea Acceptance Test Report	Unlimited	FFF	$0
A070	Updated Manuals	Unlimited	OMIT	$0
A071	Updated Drawings	Unlimited	OMIT	$0
A072	Engineering Change Proposals	GPR	GPR	$0
A073	Critical Item List	Unlimited	FFF	$0

- FFF = Form, Fit, and Function Data
- OMIT = Operations, Maintenance, Installation, and Training Data

The following markings apply:

a) FFF/OMIT:

The technical data provided in this document constitutes "form, fit, and function data" as that term is defined in DFARS 252.227-7015(a) or technical data that is necessary for operation, maintenance, installation or training. The US Government has unrestricted rights to use, modify, reproduce, release, perform, display or disclose the technical data provided in this document, and to permit other to do so, as provided for under DFARS 252.227-7015(b). The copyright notice affixed to this document does not restrict or diminish the US Government's rights to use or disclose this data in any way, but is intended to provide notice of copyright to any person or persons who have not been licensed by either Hydroid, Inc. or the US Government with respect to the use or disclosure of this technical data."

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b) Government Purpose Rights (GPR)

The information provided in this document is provided to the government with Government Purpose Rights (GPR) as those rights are defined in DFARS 252.227-7013. Such GPR shall expire ten years from the effective date of the contract, September 7, 2020, after which the Government shall have Unlimited Rights in this document.

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c) EULA – See Attachment 7 to the contract for specific marking information.

(End of Clause)

2. **SECTION F - DELIVERIES OR PERFORMANCE**

The following have been modified:

F-302 TIME AND PLACE OF DELIVERY--F.O.B. DESTINATION (DEC 1999)

Destination and delivery schedule are set forth below:

CLIN	Supplies/Services	Location	Delivery Schedule
0001	EDM AUV System	SSC-Pacific	19 MACA
0003	EDM AUV Transponder Navigation Function	SSC-Pacific	19 MACA
0005	Data	IAW CDRLs	IAW CDRLs
1001	AUV Vehicle	SSC-Pacific	12 MAOE
1003	AUV Ship-set (without vehicle)	SSC-Pacific	12 MAOE
1005	AUV Transponder Function	SSC-Pacific	12 MAOE
1008	Data	IAW CDRLs	IAW CDRLs
1009	Spares	NAVOCEANO	TBD
1010	Functional Development Eng. Services	IAW TDL	IAW TDL
1011	Engineering & Support Services	IAW TDL	IAW TDL
1012	Operation & Maintenance Support Services	IAW TDL	IAW TDL
1013	ODC	IAW TDL	IAW TDL
2001	AUV Vehicle	NAVOCEANO	12 MAOE
2003	AUV Ship-set (without vehicle)	NAVOCEANO	12 MAOE
2005	AUV Transponder Function	NAVOCEANO	12 MAOE
2008	Data	IAW CDRLs	IAW CDRLs

2009	Spares	NAVOCEANO	TBD
2010	Functional Development Eng. Services	IAW TDL	IAW TDL
2011	Engineering & Support Services	IAW TDL	IAW TDL
2012	Operation & Maintenance Support Services	IAW TDL	IAW TDL
2013	ODC	IAW TDL	IAW TDL
3001	AUV Vehicle	NAVOCEANO	12 MAOE
3003	AUV Ship-set (without vehicle)	NAVOCEANO	12 MAOE
3005	AUV Transponder Function	NAVOCEANO	12 MAOE
3008	Data	IAW CDRLs	IAW CDRLs
3009	Spares	NAVOCEANO	TBD
3010	Functional Development Eng. Services	IAW TDL	IAW TDL
3011	Engineering & Support Services	IAW TDL	IAW TDL
3012	Operation & Maintenance Support Services	IAW TDL	IAW TDL
3013	ODC	IAW TDL	IAW TDL
4001	AUV Vehicle	NAVOCEANO	12 MAOE
4003	AUV Ship-set (without vehicle)	NAVOCEANO	12 MAOE
4005	AUV Transponder Function	NAVOCEANO	12 MAOE
4008	Data	IAW CDRLs	IAW CDRLs
4009	Spares	NAVOCEANO	TBD
4010	Functional Development Eng. Services	IAW TDL	IAW TDL
4011	Engineering & Support Services	IAW TDL	IAW TDL
4012	Operation & Maintenance Support Services	IAW TDL	IAW TDL
4013	ODC	IAW TDL	IAW TDL
5001	AUV Vehicle	NAVOCEANO	12 MAOE
5003	AUV Ship-set (without vehicle)	NAVOCEANO	12 MAOE
5005	AUV Transponder Function	NAVOCEANO	12 MAOE
5008	Data	IAW CDRLs	IAW CDRLs
5009	Spares	NAVOCEANO	TBD
5010	Functional Development Eng. Services	IAW TDL	IAW TDL
5011	Engineering & Support Services	IAW TDL	IAW TDL
5012	Operation & Maintenance Support Services	IAW TDL	IAW TDL
5013	ODC	IAW TDL	IAW TDL

PERIOD OF PERFORMANCE

The period of performance for CLINS 0001 through 0005 is from Date of Award through 31 May 2012. The delivery schedule for the EDM units remains at 19 MACA.

MACA = Months After Contract Award
MAOE = Months After Option Exercise

(End of clause)

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [(b)(4)] from [(b)(4)] to [(b)(4)].

SUBCLIN 000201:
Funding on SUBCLIN 000201 is initiated as follows:

ACRN: AF

CIN: 130023739400001

Acctng Data: 1711810 M3SP 252 00039 0 050120 2D 000000

Increase: [(b)(4)]

Total: [(b)(4)]

Cost Code: A00000955650

4. SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

H-5 IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON COMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE (*27 FEB 2012*)

a. Definitions. The terms used in this special contract requirement and associated CLINs are defined in the following clauses or sources:

      1. DFARS 252.227-7013;

      2. DFARS 252.227-7014;

      3. DFARS 252.227-7015; or,

      4. DFARS 252.227-7017.

b. Identification and Assertion of Restrictions. The Contractor shall not deliver or otherwise provide to the Government any technical data or computer software with restrictive markings (or otherwise subject to restrictions on access, use, modification, reproduction, release, performance, display, or disclosure) unless the technical data or computer software are identified in accordance with the following requirements:

    1. Pre-Award Identification and Assertion. The Offeror (including its subcontractors or suppliers, or potential subcontractors or suppliers, at any tier) shall identify all technical data and computer software that it proposes will be delivered or otherwise provided (including all Option CLIN's as if the Option was exercised) with less than Unlimited Rights as follows:

        A. Noncommercial Technologies. Noncommercial technical data and noncommercial computer software shall be identified pursuant to DFARS 252.227-7017 and/or DFARS 252.227-7028, as applicable.

        B. Commercial Technologies. The contractor shall also identify and assert any restrictions for all commercial computer software, including Open Source Software, and commercial technical data (i.e., technical data pertaining to a commercial item) using the format provided below.

        C. An Offeror's failure to submit, complete, or sign the identification and assertions required by paragraphs b.1.A or b.1.B of this clause with its offer may render the offer ineligible for award.

D. If the Offeror is awarded a contract, the assertions identified in paragraphs b.1.A and b.1.B shall be listed in an Attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

2. Post-Award Updates to the Pre-Award Identification and Assertions. Except as provided in this paragraph, the Contractor (including its subcontractors or suppliers at any tier) shall not supplement or revise the pre-award listings or notices required by paragraph b.1. of this clause after contract award.

A. Noncommercial Technologies. Post-award identification and assertion of restrictions on noncommercial technical data and noncommercial computer software are governed by paragraph (e) of DFARS 252.227-7013 and DFARS 252.227-7014, respectively.

B. Commercial Technologies. The contractor may supplement or revise its pre-award identification and assertion of restrictions on commercial computer software and commercial technical data only if such an expansion or revision would be permitted for noncommercial computer software or noncommercial technical data pursuant to paragraph b.2.A of this clause (i.e., based on new information, or inadvertent omissions that would not have materially affected source selection).

c. Specific Identification of Technical Data and Computer Software. When identifying and asserting restrictions on technical data and computer software pursuant to paragraph b of this clause, the Offeror/Contractor shall—

1. Ensure that the technical data and computer software are identified by specific reference to the requirement to deliver or provide that technical data or computer software in the contract. For example, by referencing the associated CLINs, CDRLs, or paragraphs in the statement of work.

2. Include the relevant information for all technical data and computer software that are or may be required to be delivered or otherwise provided under the contract -- including all Option CLINs or other optional or contingent delivery requirements (i.e., presuming that the Government will exercise the option to require delivery), online or remote access to information, and firmware or other computer software to be embedded in hardware deliverables.

d. Copies of Negotiated, Commercial, and Other Non-Standard Licenses. Contractor shall provide copies of all proposed specially negotiated license(s), commercial license(s), and any other asserted restrictions other than Government purpose rights; limited rights; restricted rights; SBIR data rights for which the protection period has not expired; or Government's minimum rights as specified in the clause at 252.227-7015.

e. Use of Open Source Software Without Delivery. The Government treats Open Source Software (OSS) as a category of commercial computer software. If the Contractor proposes to use OSS while performing under the contract, the Contractor shall follow the same rules as prescribe in the Contract as for commercial computer software. Additionally, the Contractor must ensure that its use thereof does not: (i) create, or purport to create, any Government distribution obligations with respect to the computer software deliverables; or (ii) grant, or purport to grant, to any third party any rights to or immunities under Government intellectual property or Government data rights to the Government computer software deliverables.

f. Table Format for Identification and Assertion of Restrictions. A suggested format required by paragraph b.1.B for identifying the commercial technical data/commercial computer software restrictions is as follows:

Identification of Commercial Technical Data/Computer Software (Including Open Source Software) Use and Modifications

Commercial Technical Data/Computer Software Title and Version # *	If Open Source Software, License and Version # **	Name of Contractor Delivering Commercial Technical Data/Computer Software ***	Technical Use/ Implementing Approach ****	If OSS, Was OSS modified by Contractor? *****
CDRL A053b				
1. Spectra-view™	n/a	NEC	Mission Van, User Guide	n/a
2. PoE Injector INJ-24 Series	n/a	Moxa	Mission Van, User Guide	n/a
3. Series 40 Axial Piston Motor	n/a	Sauer Danfoss	LARS, Manual	n/a
4. T Series, Low Speed, High Torque Motor	n/a	Eaton	LARS, Manual	n/a
5. CM4103 Motor	n/a	Baldor	LARS, Manual	n/a
6. EM 3002 Multibeam Echo Sounder	n/a	Kongsberg	Vehicle, Installation and Maintenance Manual	n/a
7. AirGuardTM 3e-528-F2, 3e 525A-3 Wireless Data Modules, Wireless Access Points	n/a	3e Technologies	Vehicle, User Manual Mission Van, User Manual	n/a
8. TCM®2.5 3-Axis Compass	n/a	PNI Sensor	Mission Van, Manual	n/a
9. Bearing Assembly	n/a	Avon Bearings	LARS, Drawing	n/a
10. Vlv Plate Assembly and Elec. Junction box	n/a	Dynex	LARS, Drawing	n/a
11. Air Springs	n/a	Air Springs	LARS, Manual	n/a
CDRL A014b				
12. Remus DF SS Array, DWG No. 500-F094004-0800, Rev E	n/a	EdgeTech	REMUS Side Scan Sonar	n/a
13. Wiring DWG No. 300-0000670-0105	n/a	EdgeTech	Processor to T/R Switch Wiring	n/a

COMMERCIAL COMPUTER SOFTWARE				
14. REMUS AUV COMPUTER SOFTWARE	n/a	Hydroid	REMUS EULA, Executable Code Only	n/a
15. ESRI	n/a	ESRI	Executable Code Only	n/a
16. IVS 3D	n/a	Interactive Visualization Systems, Inc.		n/a
17. Global Mapper	n/a	Global Mapper Software		n/a
18. SABER	n/a	SAIC		n/a

     * The complete title and version number of the Commercial Software should be listed. If the line item is Open Source Software that was downloaded from a website, the website address should also be provided.

     ** The Open Source Software license and version number should be listed. If a version number is not available, the Contractor should state no version number.

     *** Corporation, individual, or other person as appropriate.

     **** The contractor should describe the functionality of the Commercial (Open Source) Software, and where it is being used within the larger computer software deliverable (if applicable).

     ***** If the Contractor is delivering OSS, the contractor should state whether it has modified the Open Source Software.

     ****** If the Contractor is delivering OSS that it has modified, the Contractor should state whether the Open Source Software was modified by combining with another party's non-open source software. If the other party is a third party, the third party's non-open source computer software may be licensed with distribution restrictions which would not allow the Government to accept delivery of the software combination.

(End of clause)

5. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Exhibits:

Exhibit A – Contract Data Requirements List (CDRL) A001 through A072, Version 1.2, dated 16 November 2010

Attachments:

Attachment 1 – LBS-AUV Statement of Work (SOW), Version 1.4, dated 16 November 2010

Attachment 2 – LBS-AUV System Performance Specification (SPS), Version 1.3, dated 28 July 2011

Attachment 3 – DD Form 254, Security Classification

Attachment 4 – CLIN/SOW Matrix

Attachment 5 – Small Business Plan, revised 12 November 2010

Attachment 6 – Allotment of Funds

Attachment 7 – Hydroid's End User License Agreement (EULA), dated 23 December 2011

(End of Summary of Changes)